

PATENT APPLICATION

IN RE PATENT APPLICATION OF	)	
	)	Examiner: Not Yet Assigned
Perkin-Elmer Corporation	)	
	)	Group Art Unit: Not Yet Assigned
Application No. 08/558,303	)	
	)	
Filing Date: November 15, 1995	)	
	)	
Title: HYBRIDIZATION ASSAY USING	)	
SELF-QUENCHING	)	
FLUORESCENCE PROBE	)	

**POWER OF ATTORNEY BY ASSIGNEE**  
**TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71**  
**WITH REVOCATION OF PRIOR POWERS**

Commissioner of Patents  
 and Trademarks  
 Washington, D.C. 20231

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints Paul Davis, Reg. No. 29,294, Mark A. Haynes, Reg. No. 30,846, David J. Weitz, Reg. No. 38,362, Kent R. Richardson, Reg. No. 39,443, and Paula N. Chavez, Reg. No. 34,798 to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

☒ a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

☐ the Assignment recorded on \_\_\_\_\_ at reel \_\_\_\_\_, frames \_\_\_\_\_ - \_\_\_\_\_.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

66801-1549460

Direct all telephone calls to David J. Weitz, (415) 233-0188.  
Address all correspondence to:

Paul Davis  
HAYNES & DAVIS  
2180 Sand Hill Road, Suite 310  
Menlo Park, California 94025-6935

ASSIGNEE: Perkin-Elmer Corporation

Name: Michael Hunkapiller  
(Signature)

Name: Michael Hunkapiller  
(Print or Type)

Title: Vice President

Date: 3/6/1996

668011 15198160

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Kenneth J. Livak

(3) Jeffrey Marmaro

(hereinafter termed "Inventors"), residents of

(1) United States of America

(3) United States of America

respectively, Cities of

(1) San Jose

(3) Aurora

respectively, Counties of

(1) Santa Clara

(3) Denver

respectively, States of

(1) California

(3) Colorado

(2) Susan J.A. Flood

(4) Khairuzzaman Bashar Mullah

(2) United States of America

(4) Bangladesh

(2) Fremont

(4) Union City

(2) Contra Costa

(4) Contra Costa

(2) California

(4) California

respectively, have invented certain new and useful improvements in:

**HYBRIDIZATION ASSAY USING SELF-QUENCHING FLUORESCENCE PROBE**

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

X On the

(1) 11th day of March, 1996;

(2) 14th day of March, 1996;

(3) 8th day of March, 1996;

(4) 7th day of March, 1996.

respectively;

Or

       Said application having Application Number    /    and filed on the     day of                     , 19   

WHEREAS Perkin-Elmer Corporation (hereinafter termed "Assignee"), a corporation of California, having a place of business at 850 Lincoln Centre Drive, Foster City, CA 94404, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents" applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgment before the Notary Public as given below.

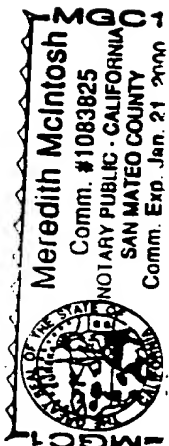
(1) Kenneth J. Livak  
Kenneth J. Livak

(1) State of California  
County of San Mateo

On 11 March 1996 before me, Meredith McIntosh notary public personally appeared Kenneth Livak personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Meredith McIntosh  
Signature



(2) Susan J. Flood  
Susan J.A. Flood

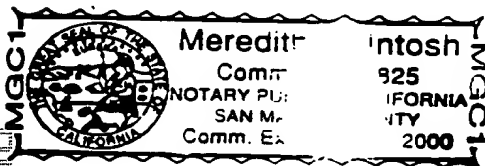
(2) State of California

County of San Mateo

On 14 March 1996 before me, Meredith McIntosh, notary public personally appeared Susan Flood personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Meredith McIntosh  
Signature



(3) \_\_\_\_\_  
Jeffrey Mamaro

(3) State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(4) Khairuzzaman. Bashar Mullah  
Khairuzzaman. Bashar Mullah

(4) State of California

County of San Mateo

On 7 March 1996 before me, Meredith McIntosh, notary public personally appeared K.B. Mullah personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Meredith McIntosh  
Signature

